

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
BROWNSVILLE DIVISION**

BLANCA GOMEZ, As Next Friend of §
NAXILEY RAE LYNN ZAMORA, §
NAILEXY YVONNE-DOMITILA ZAMORA, §
NAILEA JACQUELINE ZAMORA, and §
ARIANI NAOMI ZAMORA, Minors, §
Individually and As Heirs to the Estate of §
JOHN RAY ZAMORA, Deceased, §
Plaintiffs, §

AND §

YVONNE MICHELLE ZAMORA, As Heir §
Of the Estate of JOHN RAY ZAMORA §
Plaintiff-Intervenor §

C.A. NO. 1:22-CV-00036

VS. §

CITY OF LYFORD, LYFORD POLICE §
DEPARTMENT, WILLACY COUNTY, §
WILLACY COUNTY SHERIFF'S §
DEPARTMENT, JOE SALAZAR §
Defendants. §

**AGREED FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE AS
TO ALL CLAIMS AGAINST DEFENDANTS WILLACY COUNTY AND
WILLACY COUNTY SHERIFF'S DEPARTMENT**

On this day came to be heard the above-entitled and numbered cause, and came the Plaintiffs BLANCA GOMEZ, as next friend of Naxiley Rae Lynn Zamora, Nailexy Yvonne-Domitila Zamora, Nailea Jacqueline Zamora, and Ariani Naomi Zamora, by and through their attorneys, Israel Garcia Perez III, and the minor childrens' duly appointed Guardian Ad Litem, Chester R. Gonzalez; and Defendant, WILLACY COUNTY, TEXAS AND WILLACY COUNTY SHERIFF'S DEPARTMENT by and through its attorney John-Michael W. Hayward. It was thereupon made known to the Court that all parties hereto have settled all claims and causes of

action that were brought or could have been brought by or on behalf of BLANCA GOMEZ, individually, and as next friend of the minor children.¹

The settlement of BLANCA GOMEZ as next friend of the minor children, is subject to the approval of this Honorable Court, and the Court having heard the pleadings and evidence, and recommendation made by the duly appointed Guardian Ad Litem finds as follows:

I. EXHIBITS

A. Affidavit of Dirk Weeks, CSSC

II. SETTLEMENT

As to the settlement and apportionment of funds as to the Plaintiff BLANCA GOMEZ, as next friend of the minor children, this Court finds as follows:

1. The terms of the Comprehensive Compromise Settlement and Release Agreement are understood by all settling parties to this suit, and the settling parties have agreed to be bound by such terms;
2. The Comprehensive Compromise Settlement and Release Agreement is in the best interest of the minors, Naxiley Rae Lynn Zamora, Nailexy Yvonne-Domitila Zamora, Nailea Jacqueline Zamora, and Ariani Naomi Zamora;
3. Such sums as are awarded to the minor Plaintiffs by the Court in this Judgment are accepted in full and final payment of any and all claims and causes of action which may have been asserted or might be asserted for damages alleged to have been sustained by Plaintiffs, Naxiley Rae Lynn Zamora, Nailexy Yvonne-Domitila Zamora, Nailea Jacqueline Zamora, and Ariani Naomi Zamora, in the incident which forms the basis of this suit;
4. Plaintiffs, Naxiley Rae Lynn Zamora, Nailexy Yvonne-Domitila Zamora, Nailea Jacqueline Zamora, and Ariani Naomi Zamora, are the only surviving children of John Ray Zamora, deceased;
5. Upon entry of this Judgment, Willacy County, Texas, and Willacy County Sheriff's Department, which includes its respective current and former elected and appointed officials, agents, employees, representatives, assigns and successors in interest, attorneys, agents, and legal representatives and includes its insurance carrier/Risk Pool, the TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL ("TACRMP") and its attorneys, agents, employees and legal representatives are to be released and

¹ Plaintiffs Blanca Gomez, as next friend of Naxiley Rae Lynn Zamora, Nailexy Yvonne-Domitila Zamora, Nailea Jacqueline Zamora, and Ariani Naomi Zamora and Defendants Willacy County and Willacy County Sheriff's Department are referred to collectively as "settling parties".

discharged from any and all liability to Plaintiff BLANCA GOMEZ as next friend of Naxiley Rae Lynn Zamora, Nailexy Yvonne-Domitila Zamora, Nailea Jacqueline Zamora, and Ariani Naomi Zamora, minor children, for the injuries and damages allegedly sustained and or arising from the incident that occurred on or about February 11, 2022, which forms the basis of this suit.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that Plaintiff BLANCA GOMEZ as next friend of Naxiley Rae Lynn Zamora, Nailexy Yvonne-Domitila Zamora, Nailea Jacqueline Zamora, and Ariani Naomi Zamora, minor children, recover of and from the Defendant the total sum of Six Hundred Thousand and 0/100 Dollars (\$600,000.00), to be apportioned as follows:

1. To Israel Perez Law, PLLC, the sum of Two Hundred Eighty-Six Thousand and 00/100 Dollars (\$286,000.00).
2. To Pacific Life & Annuity Services, Inc., the total sum of Three Hundred Fourteen Thousand and 00/100 Dollars (\$314,000.00) for the purchase of the "Qualified Funding Assets" in the form of annuity policies, the sum sufficient to provide periodic payments, as defined in Sections 104(a)(2) and 130 of the Internal Revenue Code of 1986, (the "Code") as amended. Pacific Life Insurance Company will provide periodic payments as provided for in the PARTIES' Comprehensive Compromise Settlement and Release Agreement.

IT IS ORDERED by the Court that Naxiley Rae Lynn Zamora, Nailexy Yvonne-Domitila Zamora, Nailea Jacqueline Zamora, and Ariani Naomi Zamora, Minor Plaintiffs, will receive future periodic payments, as provided by, and in accordance with, the terms and conditions of the Comprehensive Compromise Settlement and Release Agreement. The annuity to provide the periodic payments to the Minor Plaintiffs, will be purchased through Pacific Life Insurance Company with a "Qualified Assignment" to Pacific Life and Annuity Services, Inc. and will provide the periodic payments as set out in the Comprehensive Compromise Settlement and Release Agreement.

IT IS FURTHER ORDERED that the rights to receive the future Periodic Payments described herein cannot be accelerated, deferred, increased, or decreased by Plaintiffs or any payee; nor shall Plaintiffs or any payee have the power to sell, mortgage, pledge, encumber or anticipate the periodic payments or any part thereof, by assignment or otherwise. The rights to receive periodic payments granted to the minor Plaintiffs may not be sold, transferred,

hypothecated, pledged, or otherwise alienated in any manner, directly or indirectly, without the prior approval of the then-sitting Judge of this Court, as evidenced by an Order approving such transaction entered after compliance with all requirements of the Structured Settlement Protection Act, Section 141.001, Texas Civil Practice and Remedies Code, as it now exists or may hereafter be amended, or any successor to such statute. Further, prior to any sale, transfer, hypothecation, pledge or other alienation, the then-sitting Judge of this Court, must be presented with three (3) quotes from three (3) totally independent companies. A quote is defined as the amount of money that the purchaser is willing to pay the annuitant/payee for the right of the purchaser to receive the specified future periodic payments. Any purported or attempted sale, transfer, hypothecation, pledge, or other alienation of such payments rights that has not been so approved will be a direct violation of this Order.

IT IS FURTHER ORDERED that Defendant Willacy County, Texas and Willacy County Sheriff's Department, which includes its respective current and former elected and appointed officials, agents, employees, representatives, assigns and successors in interest, attorneys, agents, and legal representatives and includes its insurance carrier/Risk Pool, the TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL ("TACRMP") and its attorneys, agents, employees and legal representatives is hereby released and discharged from any and all liabilities, obligations, claims, demands and causes of action, whether known or unknown, arising directly or indirectly out of the incident made the basis of this suit in which BLANCA GOMEZ as next friend of Naxiley Rae Lynn Zamora, Nailexy Yvonne-Domitila Zamora, Nailea Jacqueline Zamora, and Ariani Naomi Zamora, minor children, have alleged the damages as set forth in Plaintiffs' Complaint on file herein.

III. GUARDIAN AD LITEM

IT IS FURTHER ORDERED that Chester R. Gonzalez, Guardian Ad Litem for the minor children, shall be allowed a fee of \$5,000.00 to compensate for representing the interest of said Minors in connection with this lawsuit, which fee shall be paid by the Defendant.

IV. DISMISSAL OF ALL CLAIMS WITH PREJUDICE

Plaintiffs BLANCA GOMEZ as next friend of Naxiley Rae Lynn Zamora, Nailexy Yvonne-Domitila Zamora, Nailea Jacqueline Zamora, and Ariani Naomi Zamora, minor children, advise the Court that they no longer want to pursue their claims against Defendant Willacy County, Texas, and Willacy County Sheriff's Department, in the above-styled and numbered cause and ask

that the entire matter, and all claims and causes of action filed against the Defendant Willacy County, Texas and Willacy County Sheriff's Department be dismissed with prejudice to the re-filing of same. The Court is of the opinion and finds that such request should be, in all things, GRANTED.

It is therefore ORDERED that all claims and controversies against Defendant Willacy County, Texas, and Willacy County Sheriff's Department, in the above-styled and numbered cause are hereby DISMISSED WITH PREJUDICE to the refile of same or any part thereof.

It is FURTHER ORDERED that all costs of court are taxed against the party incurring same.


IT IS FINALLY ORDERED that all relief not expressly granted herein is denied and that this Order disposes of all claims and controversies as to Plaintiffs BLANCA GOMEZ, individually, and as next friend of Naxiley Rae Lynn Zamora, Nailexy Yvonne-Domitila Zamora, Nailea Jacqueline Zamora, and Ariani Naomi Zamora, minor children, against Defendant Willacy County, Texas and Willacy County Sheriff's Department.

SIGNED this ____ day of December, 2023.

JUDGE PRESIDING

AGREED TO BY:

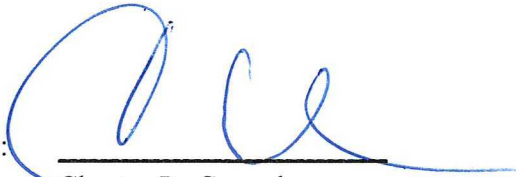
By: /s/ John-Michael W. Hayward
JOHN-MICHAEL W. HAYWARD
State Bar No. 24087693
So. District ID No. 2338770
DENTON NAVARRO ROCHA BERNAL & ZECH
A Professional Corporation
701 E. Harrison, Ste. 100
Harlingen, Texas 78550
(956) 421-4904
ATTORNEY FOR DEFENDANTS
WILLACY COUNTY, TEXAS AND
WILLACY COUNTY SHERIFF'S DEPARTMENT

By: 
ISRAEL GARCIA PEREZ III
State Bar No. 24102349
SDTX No. 3745629
ISRAEL PEREZ LAW, PLLC

P.O. Box 260
Fate, Texas 75132
Tel. 972-813-9025
israel.perez@israelperezlaw.com
israelperezlaw@gmail.com

**ATTORNEY FOR PLAINTIFFS
BLANCA GOMEZ, INDIVIDUALLY,
AND AS NEXT FRIEND OF MINOR CHILDREN**

By:



Chester R. Gonzalez
State Bar No. 08125550
117 E. Price Rd.
Brownsville, Texas 78521
Tel. 956-550-9550
cgon3188@aol.com

**COURT APPOINTED GUARDIAN AD LITEM
FOR MINOR PLAINTIFFS**